

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 29, 2015 / 150217

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2631.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 05-1359-000**

Certificate Holder:

GHEIT TL LLC AND GTURN LLC PAR CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:

CLAUSELL ROSIE M EST OF
3401 DR MARTIN L KING JR DR
PENSACOLA, FLORIDA 32503

Legal Description:

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 L ...

See attachment for full legal description.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	2631.0000	06/01/13	\$1,364.01	\$0.00	\$68.20	\$1,432.21

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2015	2410.0000	06/01/15	\$1,265.51	\$6.25	\$63.28	\$1,335.04
2014	2251.0000	06/01/14	\$1,350.31	\$6.25	\$67.52	\$1,424.08

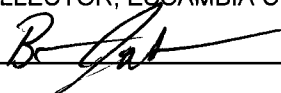
- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$4,191.33
\$0.00
\$200.00
\$125.00
\$4,516.33
\$4,516.33
\$6.25

*Done this 29th day of June, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By



Date of Sale: 10/5/15

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

6/29/2015

FULL LEGAL DESCRIPTION
Parcel ID Number: 05-1359-000

July 06, 2015
Tax Year: 2012
Certificate Number: 2631.0000

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY
150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE
RD R/W FOR TEXAR DR

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**GHETT TL LLC AND GTURN LLC PAR CITIBANK,
N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, California, 92121**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
2631.0000	05-1359-000	06/01/2013	BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR

2014 TAX ROLL

CLAUSELL ROSIE M EST OF
3401 DR MARTIN L KING JR DR
PENSACOLA , Florida 32503

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

jsherpa (John Lemkey)

Applicant's Signature

06/29/2015

Date



Chris Jones Escambia County Property Appraiser

Real Estate
Search

Tangible Property
Search

Sale
List

Amendment 1/Portability
Calculations

[Back](#)

← Navigate Mode ☒ Account ☐ Reference →

[Printer Friendly Version](#)

General Information

Reference: 042S306003007006
Account: 051359000
Owners: CLAUSELL ROSIE M EST OF
Mail: 3401 DR MARTIN L KING JR DR
 PENSACOLA, FL 32503
Situs: 3401 DR MARTIN LUTHER KING JR DR
 32503
Use Code: AUTO SALE, REPAIR
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2014	\$32,774	\$23,736	\$56,510	\$56,510
2013	\$32,774	\$25,538	\$58,312	\$58,312
2012	\$32,774	\$27,945	\$60,719	\$60,719

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1970	500	857	\$15,500	WD	View Instr
01/1968	403	900	\$2,000	WD	View Instr
01/1966	305	791	\$12,000	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2014 Certified Roll Exemptions

None

Legal Description

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST
 AND W LI OF ALC ANIZ ST NLY 150 FT WLY 125 FT
 SLY 150 FT ELY 125 FT TO POB O...

Extra Features

ASPHALT PAVEMENT

Parcel Information

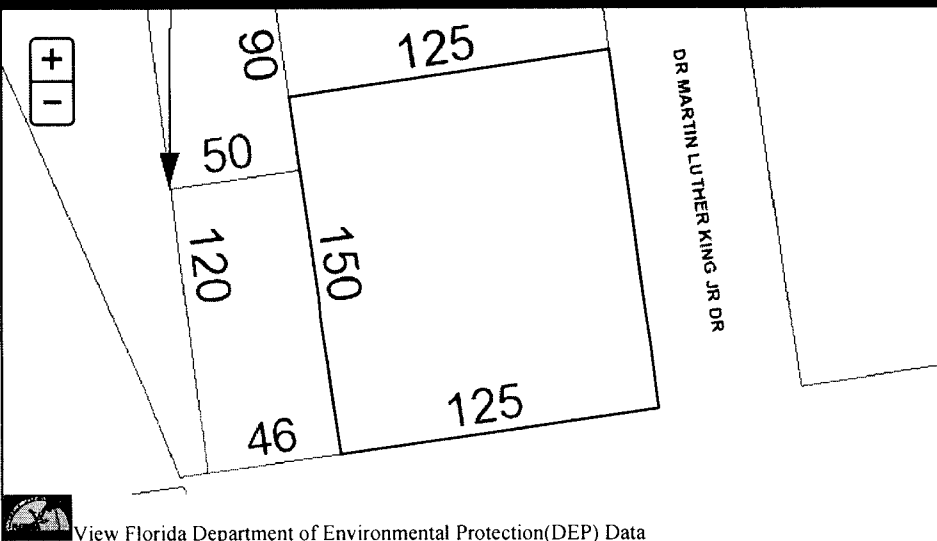
[Launch Interactive Map](#)

Section Map Id:
 04-2S-30-2

Approx. Acreage:
 0.4400

Zoned:
 HC/LI

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 3401 DR MARTIN LUTHER KING JR DR, Year Built: 1970, Effective Year: 1970

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-0
 EXTERIOR WALL-METAL-MODULAR
 FLOOR COVER-CONCRETE-FINISH
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-NONE

INTERIOR WALL-UNFINISHED
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-14
STRUCTURAL FRAME-RIGID FRAME



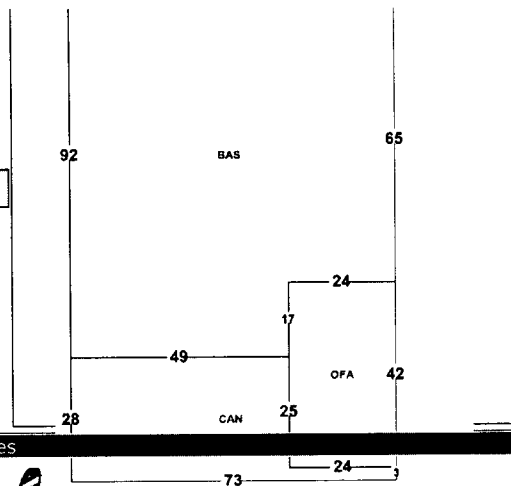
Areas - 8900 Total SF

BASE AREA - 6308

CANOPY - 1444

OFFICE AVG - 1008

UTILITY UNF - 140



1/22/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/15/2015 (tc.20451)

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12229

July 14, 2015

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-13-1995, through 07-13-2015, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Estate of Rosie M. Clausell

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

July 14, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12229

July 14, 2015

042S306003007006 - Full Legal Description

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY
150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD
R/W FOR TEXAR DR

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12229

July 14, 2015

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. That certain mortgage executed by Prince H. and Rosie M. Clausell in favor of Barnett Bank of West Florida NKA Bank of America dated 03/26/1987 and recorded 03/27/1987 in Official Records Book 2372, page 42 of the public records of Escambia County, Florida, in the original amount of \$75,000.00. Subject to Modifications of record.
2. MSBU Lien filed by Escambia County recorded in O.R. Bok 4315, page 300, and O.R. Book 4445, page 873.
3. Taxes for the year 2012-2014 delinquent. The assessed value is \$56,510.00. Tax ID 05-1359-000.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-5-2015

TAX ACCOUNT NO.: 05-1359-000

CERTIFICATE NO.: 2013-2631

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

☒ Notify City of Pensacola, P.O. Box 12910, 32521
221 Palafox Place, 4th Floor/
☒ Notify Escambia County, 190 Governmental Center, 32502
☒ Homestead for _____ tax year.

Beneficiaries and Heirs of the
Estate of Rosie M. Clausell
3401 Dr. MLK Jr. Dr.
Pensacola, FL 32503

Bank of America
formerly Barnett Bank of West Florida
P.O. Box 40329
Jacksonville, FL 32203-0329

Certified and delivered to Escambia County Tax Collector,
this 20th day of July, 2015.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

325 REC. FEE
ST. STP.
FED. STP.
TOTAL

305 PAGE 791

WARRANTY DEED

State of Florida
Escambia County

3-01 N. OCEAN AVE.
GRANTEES' ADDRESS

Know All Men by These Presents: That Wm. William F. Hoffman and Louise C. Hoffman, husband and wife

for and in consideration of Ten dollars and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto FRANK E. CLANSALL and
Boris M. Clansall, husband and wife

their heirs, executors, administrators and assigns, forever, the following described real property,
situate, lying and being in the County of Escambia
State of Florida to wit:

Lot 11, Block 6, M. C. Boley Subdivision of Lot 5 of the Subdivision of the South
1/2 of Section 4, Township 2 South, Range 30 West, as per map on file in the office of
the Tax Assessor of Escambia County, Florida, also described as follows: Begin at the
North line of Leonard Street and the West line of Alcanis Street; thence run north
along the West line of Alcanis Street a distance of 1730 feet for a point of begin-
ning; thence continue North along the West line of Alcanis Street 30 feet; thence
run West parallel to Leonard Street 125 feet; thence run South and parallel to the
West line of Alcanis Street 30 feet to the North line of Tunis Street, thence run
East along the North line of Tunis Street 125 feet to the point of beginning, lying
and being in Lot 5, Subdivision of the South Half of Section 4, Township 2 South,
Range 30 West.



ESCAMBIA
COUNTY



To have and to hold, unto the said grantee their heirs and assigns, forever.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise apper-
taining, free from all exemptions and right of homestead.

And we covenant that we well seized of an indefeasible estate in fee
simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance,
and that we heirs, executors and administrators, the said
grantee their heirs, executors, administrators and assigns, in the quiet and peaceable possession
and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th
day of September A.D. 1966

Signed, sealed and delivered in the presence of

James H. Henschel
Carolyn A. Whitwell

William F. Hoffman (SEAL)
Louise C. Hoffman (SEAL)
(SEAL)
(SEAL)

State of Florida
Escambia County

Before the subscriber personally appeared William F. Hoffman
and Louise C. Hoffman

known
his wife, known to me to be the individual described by said name in and
who executed the foregoing instrument and acknowledged that the Y executed
the same for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of September, 1966.

Carolyn A. Whitwell
Notary Public

My Commission expires 1-18-70

CLERK FILE NO.

296515
FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON
SEP 20 8 42 AM '66
BY RDP & PLS. S. J. ALLEN
NOTARY CLERK
CLERK'S OFFICE

225
1.10
6.00
7.15
State of Florida)
Escambia County)

FILED 403 PAGE 900

3401 H. Alcaniz St.

WARRANTY DEED

Form 160
PRINTED AND FOR SALE
MAYES PRINTING CO.
PENSACOLA, FLA.

Know All Men by These Presents: That we, Hayward Cawthon and Victoria Cawthon, husband and wife,

for and in consideration of One Dollar and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Prince H. Clausell and Rosie M. Clausell, husband and wife,

their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

Begin at the intersection of Leonard Street and the West line of Alcaniz Street, thence run North along the West line of Alcaniz Street a distance of 1820 feet for a point of beginning of this description; thence run West at right angles a distance of 125 feet to a stake, thence run North at right angles a distance of 60 feet to a stake, thence run East at right angles a distance of 125 feet to the West line of Alcaniz Street, thence run South along the West line of Alcaniz Street to the point of beginning. Lying and being in Lot 5 of the Subdivision of the South Half of Section 4, Township 2 South, Range 30 West, also described as Lots 7 and 8, Block 6 of the M. C. Boley Subdivision of the said described lot 5 a plat of same being on file in the office of the Tax Assessor of Escambia County, Florida.



Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are estate in fee simple in the said property, and a good right to convey the same; that the heirs, executors and administrators, the said grantee and assigns, in the quiet and peaceable possession and enjoyment lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of August, A. D. 1968.

Signed, sealed and delivered in the presence of

James R. Fisher

Paula von (Cawthon)

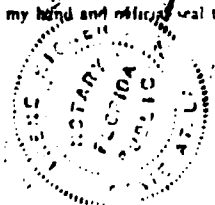
Hayward Cawthon (SEAL)
Victoria Cawthon (SEAL)
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
06.00
(SEAL)
(SEAL)
(SEAL)

State of Florida)
Escambia County)

This Instrument Was Prepared By:
WILLIAM HOLLIS, Attorney
Ernest Hollis, Jr., Secretary
313 S. Baylen St., Pensacola, Fla.

Before the subscriber personally appeared
Hayward Cawthon, and Victoria Cawthon
his wife, known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of August, 1968.



My commission expires 2-16-92

Notary Public

WARRANTY DEED

State of Florida }
 ESCAMBIA County

501 857

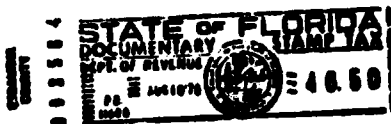
Know All Men by These Presents: That MR. Fannie Mae Wilson and Nathaniel Wilson, wife and husband,

for and in consideration of One Dollar and other good and valuable considerations

the receipt whereof is hereby acknowledged, do hereby sell, convey and grant unto Prince H. Clausell and Rosie H. Clausell, husband and wife,

heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of _____ State of _____ to wit:

Lots 9 and 10, Block 6, Bolay's Subdivision of Lot 5, Subdivision of South Half of Section 4, Township 2 South, Range 30 West. Also described as shown on Plat on file in the Office of the Tax Assessor of Escambia County, Florida, as follows: Commence at the intersection of the North line of Leonard Street and the West line of Alcania Street and thence run North on the West line of Alcania Street 1760 feet for the place of beginning; thence run West a distance of 125 feet; thence run North 60 feet; thence run East 125 feet; thence run South 60 feet to the place of beginning in said Lot 5.



To have and to hold, unto the said grantee, heirs, executors, administrators, forever.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And MR. _____ covenants that MR. _____ well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien as encumbrance, and that _____ heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, MR. _____ have hereunto set _____ hand and seal this 31 day of August, A.D. 1970

Signed, sealed and delivered in the presence of

William H. Hoffman
 William H. Hoffman

Fannie Mae Wilson (SEAL)
 Fannie Mae Wilson (SEAL)
Nathaniel Wilson (SEAL)
 Nathaniel Wilson (SEAL)

State of Florida }
 ESCAMBIA County

Before the subscriber personally appeared _____ and _____ known to me to be the individual _____ described by said name _____ in and who executed the foregoing instrument and acknowledged that _____ the _____ day of _____ 1970



William H. Hoffman
 Notary Public

CLERK FILE NO.	424326
RECORDED	INDEXED
AUG 13 1970	

THIS IS A MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON MATURITY OF THE MORTGAGE IS \$75,000.00 AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

RECORDED FOR \$ 21.06
FEE STAMPS \$ 172.50
TOTAL \$ 193.56

SEE MORTGAGE AND SECURITY AGREEMENT
JAMES H. CLAUSSALL

150.00
12372K 42

This Mortgage is made this 26th day of March, 1987 by and between

Prince H. Claussall and Rosia M. Claussall, husband and wife

("Mortgagor"), and Barnett Bank of West Florida

("Mortgagee").

the address of which is 100 West Garden Street, Pensacola, Florida 32501

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Seventy-five thousand and no/100 (\$75,000.00)---together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of

which is due on or before the 1st day of April, 1990 (the "Note") which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals and extensions thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee.

THE MORTGAGED PROPERTY

(A) All of the land in the county of Escambia described below:

See attached Exhibit "A" for complete legal description

to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainuers, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with a security interest in all personal property and fixtures affixed to or located on the property described in paragraph A.

(C) Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) Everything referred to in paragraphs (A), (B) and (C) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage and does hereby so warrant.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagee and Mortgagee jointly. Insurance proceeds of any part thereof may be applied by

G. H. Cook
Gilbert Cook

Rosie M. Clausell
Rosie M. Clausell

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

(Alls Govt if
Applicable)

The foregoing instrument was acknowledged before me this 26th day of March, 1987
by Prince H. Clausell and Rosie M. Clausell, husband and wife,
known to me, and known to me to be the individuals described by said
names in and who executed the foregoing instrument and acknowledged that
they executed the same for the uses and purposes therein set forth.



Elizabeth Cook
Notary Public, State of Florida at Large

My Commission Expires:

11-13-88

*This paragraph must be completed prior to executing this Mortgage.

D.S. PD. 112.50
DATE Mar. 27, 1987
JOE A. FLOWERS, COMPTROLLER
BY John B. Bivins D.C.
CERT. REG. #50-2043328-27-81

Received \$ 150.00 in
payment of Taxes due on Class
"C" Intangible Personal Property,
pursuant to Florida Statutes
JOE A. FLOWERS,
Comptroller
Escambia County, Fla.

ORIGINAL 25774 46

EXHIBIT "A"

PARCEL I:
Lots numbered 9 and 10 in Block 6 in Boley's S/D of Lot numbered 3 in the S half of the Maure Grant in Section 4, Township 2 S, R 30 W and also described as shown on Plat on file in the office of the Tax Assessor of Escambia County, Florida as follows: Commence at the intersection of the N line of Leonard Street and the W line of Alcanis Street and thence run North on the West line of Alcanis Street, 1760 Feet for the place of beginning, thence run West a distance of 125 feet, thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 3 the said land having thereon the house known as 3403 N. Alcanis Street.

PARCEL II:
Lot 11, Block 6, M. C. Boley Subdivision of Lot 3 of the Subdivision of the South 1/2 of Section 4, Township 2 South, Range 30 West, as per map on file in the office of the Tax Assessor of Escambia County, Florida, also described as follows: Begin at the North line of Leonard Street and the West line of Alcanis Street; thence run north along the West line of Alcanis Street a distance of 1734 feet for a point of beginning; thence continue North along the West Line of Alcanis Street 30 feet; thence run West parallel to Leonard Street 125 feet; thence run South and parallel to the West line of Alcanis Street 30 feet to the North line of Tunis Street, thence run East along the North line of Tunis Street 125 feet to the point of beginning, lying and being in Lot 5, Subdivision of the North Half of Section 4, Township 2 South, Range 30 West.

PARCEL III:
Begin at the intersection of Leonard Street and the West line of Alcanis Street, thence run North along the West line of Alcanis Street a distance of 1820 feet for a point of beginning of this description; thence run West at right angles a distance of 123 feet to a stake, thence run North at right angles a distance of 60 feet to a stake, thence run East at right angles a distance of 123 feet to the West line of Alcanis Street, thence run South along the West line of Alcanis Street to the point of beginning. Lying and being in Lot 5 of the Subdivision of the South Half of Section 4, Township 2 South, Range 30 West, also described as Lots 7 and 8, Block 6 of the M. C. Boley Subdivision of the said described lot 3 a plat of same being on file in the office of the Tax Assessor of Escambia County, Florida.
LESS That portion of Parcel II taken for right of way purposes.

532939
FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA.
MAR 27 11 22 AM '07
J. B. BAKER, CLERK
J. A. BAKER, CLERK
ESCAMBIA COUNTY

This document was prepared by and
after recording, please return to:
Ronald B. Cohn, Esquire
P.O. Box 3424
Tampa, Florida 33601-3424

_____ above area for recording information _____

**NOTICE OF NOTE RENEWAL AND MORTGAGE
MODIFICATION AGREEMENT**

THIS NOTICE OF NOTE RENEWAL AND MORTGAGE MODIFICATION AGREEMENT (the "Modification") is made this 20th day of January, 1999 by **ROSIE M. CLAUSELL** ("Borrower"), in favor of **NATIONSBANK, N.A.**, successor by merger to Barnett Bank, N.A., formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of West Florida ("NationsBank"), whose address is 101 North Tryon Street, Seventh Floor, Charlotte, North Carolina 28202 and shall be effective as of August 2, 1998 (the "Effective Date"). (All references to the parties herein shall include their heirs, personal representatives, successors, and assigns; and when applicable the singular shall include the plural).

RECITALS

1. This Modification relates to that certain Commercial Promissory Note in the original principal amount of \$75,000.00 (the "Original Note"), executed by Prince H. Clausell, Individually and d/b/a/ Prince Tire Company and Rosie M. Clausell (together, the "Original Borrowers") and delivered to NationsBank's predecessor in interest, Barnett Bank of West Florida ("Barnett") dated March 26, 1987, as renewed, extended and modified by that certain renewal Commercial Promissory Note (the "First Renewal Note") in the original principal amount of \$59,522.83, executed by the Original Borrowers and delivered to Barnett dated April 1, 1990, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Second Renewal Note") in the original principal amount of \$56,600.00, executed by the Original Borrowers and delivered to Barnett dated October 1, 1990, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Third Renewal Note") in the original principal amount of \$53,400.00, executed by the Original Borrowers and delivered to Barnett dated April 15, 1991, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Fourth Renewal Note") in the original principal amount of \$45,600.02, executed by the Original Borrowers and delivered to Barnett dated April 15, 1992, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Fifth Renewal Note") in the original principal amount of \$34,294.42, executed by Rosie M. Clausell, Individually and d/b/a Prince Tire Company ("Borrower") and delivered to Barnett dated August 2, 1993, as further renewed, extended and modified by that certain renewal Promissory Note (the "Sixth Renewal Note") in the original principal amount of \$21,952.56, executed by the Borrower and delivered to NationsBank's predecessor in interest, Barnett Bank, N.A. dated October 17, 1996. The Original Note, First Renewal Note Second Renewal Note, Third Renewal Note, Fourth Renewal Note, Fifth Renewal Note and Sixth Renewal Note shall hereinafter be collectively referred to as the "Note".

2. The indebtedness created by the Note, and all renewals, extensions, and modifications thereof and related thereto, is secured by that certain Mortgage and Security Agreement (the "Original Mortgage") executed by the Original Borrowers and delivered to Barnett dated March 26, 1987 and filed for record on March 27, 1987 in Official Records Book 2372, Page 42, Public Records of Escambia County, Florida, as modified by that certain Mortgage Modification Agreement (the "First Modification") executed by the Original Borrowers and delivered to Barnett dated April 1, 1990 and filed for record on July 9, 1990 in Official Records Book 2880, Page 166, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Second Modification") executed by the Original Borrowers and delivered to Barnett dated October 1, 1990 and filed for record on November 6, 1990 in Official Records Book 2932, Page 381, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Third Modification") executed by the Original Borrowers and delivered to Barnett dated April 15, 1991 and filed for record on May 10, 1991 in Official Records Book 3003, Page 379, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the

"Fourth Modification") executed by the Original Borrowers and delivered to Barnett dated April 15, 1992 and filed for record on May 21, 1992 in Official Records Book 3177, Page 840, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Fifth Modification") executed by the Borrower and delivered to Barnett dated August 2, 1993 and filed for record on September 22, 1993 in Official Records Book 3436, Page 448, Public Records of Escambia County, Florida, as further Amended and restated by that certain Amended and Restated Mortgage (the "Amended Mortgage") executed by the Borrower and delivered to Barnett dated October 17, 1996 and filed for record on November 25, 1996 in Official Records Book 4075, Page 1925, Public Records of Escambia County, Florida. The Original Mortgage, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification and Amended Mortgage shall hereinafter be collectively referred to as the "Mortgage".

Failure to list any document securing payment of this obligation shall not impair NationsBank's rights thereunder.

3. The Mortgage cover the real property and improvements located in Escambia County, Florida as more specifically described as follows (the "Property"):

See Exhibit "A" attached hereto and incorporated herein.

4. As of the date of this Modification, Borrower is the sole fee simple title owner of the Property.

5. Pursuant to the terms thereof, the Mortgage was delivered to secure the performance by the Borrower of all covenants and conditions of the Note, as well as extensions, future advances, renewals and modifications thereof.

6. Borrower has requested that NationsBank renew, extend and modify the Note, and NationsBank has agreed to renew, extend and modify the Note under the terms and conditions set forth in that certain Renewal Promissory Note (the "Renewal Note") in the original principal amount of \$11,803.31, executed of even date with this Modification, the terms and conditions of which are hereby incorporated herein by reference.

7. As a material consideration for the modification of the Note, the Borrower further expressly acknowledges and agrees that Borrower has no defenses, counterclaims, setoffs or rights of action of any nature whatsoever against NationsBank arising out of the Note, the Mortgage or any of the loan documents related thereto. However, to the extent such defenses, counterclaims, setoffs or rights of action may exist, they are hereby specifically and expressly waived by Borrower. Borrower hereby forever releases, remises, acquits and discharges NationsBank and its agents, employees, attorneys, officers, directors, shareholders, heirs, personal representatives, successors and assigns from any and all obligations, liabilities, claims, debts, demands, damages, accounts, rights, costs, expenses, compensation, suits and causes of action, known or unknown, foreseen or unforeseen, negligent or intentional, that Borrower, Borrower's agents, employees, partners, officers, directors, shareholders, heirs, personal representatives, successors and assigns have ever had, now have or may have against NationsBank from the beginning of time through the date hereof.

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, BORROWER AND NATIONSBANK, THEREFORE, AGREE AS FOLLOWS:

A. The above Recitals are hereby incorporated and made an integral part of this Modification.

B. Borrower shall pay the entire principal balance, outstanding interest and any other amounts owed by Borrower under the Note, as renewed, extended and modified by the Renewal Note, on or before November 1, 2000, at which time the entire principal balance and accrued interest and other charges due under the Note, as renewed, extended and modified by the Renewal Note, shall be fully due and payable.

C. Borrower agrees that the Mortgage is hereby modified to describe the Note, as renewed, extended and modified by the Renewal Note, as a secured obligation. Wherever the term "Note" is used in the Mortgage, as further modified hereby, it shall be deemed to include the Note, as renewed, extended and modified by the Renewal Note.

D. All provisions of the Note and the Mortgage not inconsistent with the Renewal Note and this Modification shall continue in full force and effect.

E. Borrower expressly agrees that this Modification shall not operate as a novation of the Note or the Mortgage.

F. Borrower intends for the lien created by the Mortgage to retain its original priority.

G. Borrower covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Mortgage, as hereby modified.

H. Borrower agrees to pay any taxes, fees and costs which may result from this transaction.

I. Nothing herein shall be construed as creating any obligation or duty whatsoever on the part of NationsBank to extend or further renew or modify the term of the Note or the Mortgage, and Borrower expressly acknowledges that Borrower has not relied on the granting of such an extension, modification or renewal in entering into this Modification.

J. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason NationsBank in its sole discretion determines that the value of the Property may have declined or be less than NationsBank had previously anticipated, within thirty (30) days from NationsBank's written request to Borrower therefor, Borrower shall provide to NationsBank, at Borrower's sole cost and expense, a current appraisal of the Property to be ordered by NationsBank from an appraiser designated by NationsBank and in form and content as required by NationsBank. Borrower shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in such appraisal. Borrower's failure to promptly and fully comply with NationsBank's requirements hereunder shall, without further notice, constitute an event of default under this Modification, the Renewal Note and related loan documents.

K. Borrower and NationsBank, through its acceptance of this Modification, hereby knowingly and voluntarily WAIVE THE RIGHT TO TRIAL BY JURY in any action or proceeding for the pursuit, assertion or resolution of any claim or defense that has been asserted or may ever be asserted or assertable by Borrower or NationsBank under the Note, Renewal Note, the Mortgage, this Modification or under any law or theory governing the relationship between the parties. This WAIVER OF JURY TRIAL shall extend to all matters between the parties and shall be unconditional and absolute. In the event that any collateral matter is judicially determined to be outside the scope of this waiver of jury trial or if this waiver of jury trial is determined to be unenforceable in any degree, then this waiver of jury trial shall be automatically modified to encompass all such matters so that no matter involving Borrower and NationsBank shall be susceptible to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

Signed, sealed and delivered
In the presence of:

Witness: [Signature]
Name: [Signature]
Witness: [Signature]
Name: [Signature]

BORROWER:

[Signature]
ROSIE M. CLAUSELL

LENDER:

NATIONSBANK, N.A., successor by merger to Barnett Bank, N.A., formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of West Florida

Witness: [Signature]
Name: Long M. Williams
Witness: [Signature]
Name: Shawn R. [Signature]

By: [Signature]
As Its: SVP

(ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE)


STATE OF FLORIDA)
)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 11 day of January, 1999,
by Rosie M. Clausell. Such person did not take an oath and; (Notary must check applicable box)

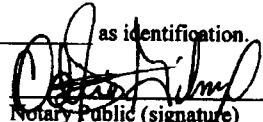
☒ is personally known to me.

_____ produced a current Florida driver's license as identification.

_____ produced _____ as identification.
(Notary Seal must be affixed)

 Odise Gilmore
My Commission CC714610
Expires February 8, 2002
My Commission Expires:

2/8/02



Notary Public (signature)
Odise Gilmore

Notary Public (name typed/printed)

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

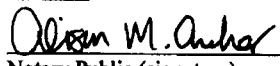
The foregoing instrument was acknowledged before me this 20th day of January, 1999, by
Michael R. Winkert, as Sr. Vice President of NationsBank, N.A., on behalf of the corporation, who
(Notary must check applicable box)

☒ is personally known to me.

_____ produced a current _____ driver's license as identification.

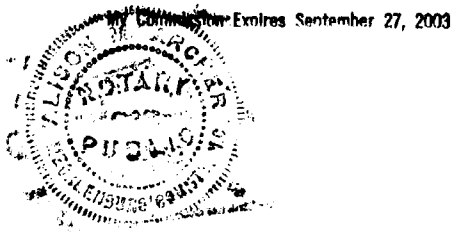
_____ produced _____ as identification.
(Notary Seal must be affixed)

My Commission Expires:



Notary Public (signature)
Alison M. Archer

Notary Public (name typed/printed)



DR BK 4364 P60975
Escambia County, Florida
INSTRUMENT 99-573614

RCD Jan 26, 1999 03:25 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-573614

PARCEL I:

~~LOTS~~ Numbered 9 and 10 in Block 6 in Boley's S/D of Lot numbered 5 in the S half of the Maure Grant in Section 4, Township 2 S, R 30 W and also described as shown on Plat on file in the office of the Tax Assessor of Escambia County, Florida as follows: Commence at the intersection of the N line of Leonard Street and the W line of Alcaniz Street and thence run North on the West line of Alcaniz Street; 1760 Feet for the place of beginning, thence run West a distance of 125 feet, thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 5 the said land having thereon the house known as 3403 N. Alcaniz Street.

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LESS That portion of Parcel II taken for right of way purposes.



PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 051359000 Certificate Number: 002631 of 2013

Payor: GAYLE CLAUSELL 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503
Date 08/25/2015

Clerk's Check #	1	Clerk's Total	\$499.26
Tax Collector Check #	1	Tax Collector's Total	\$4,793.56
		Postage	\$20.19
		Researcher Copies	\$11.00
		Total Received	\$5,324.01

\$4802.20
\$4813.20

PAM CHILDERS
 Clerk of the Circuit Court

Received By:
 Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
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 TRAFFIC



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

Case # 2013 TD 002631

Redeemed Date 08/25/2015

Name GAYLE CLAUSELL 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503

Clerk's Total = TAXDEED	\$499.26
Due Tax Collector = TAXDEED	\$4,793.56 \$4802.20
Postage =TD2	\$20.19
ResearcherCopies = TD6	\$11.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 051359000 Certificate Number: 002631 of 2013

Redemption ☐ No ☒ Application Date 06/29/2015 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/05/2015	Redemption Date 08/25/2015 
Months	4	2
Tax Collector	\$4,516.33	\$4,516.33
Tax Collector Interest	\$270.98	\$135.49
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,793.56	\$4,658.07 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$28.26	\$14.13
Total Clerk	\$499.26	\$485.13 CH
Postage	\$20.19	\$0.00
Researcher Copies	\$11.00	\$11.00
Total Redemption Amount	\$5,324.01	\$5,154.20
	Repayment Overpayment Refund Amount	\$169.81

ACTUAL SHERIFF \$80.00

7/29/15 owner came in for a print out. ebh

Notes 8-18-2015 Owner came in for quote. \$4,813.20 if by MORNING OF



Submit

Reset

Print Preview



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

August 27, 2015

GHETT TL LLC AND GTURN LLC PART CITIBANK NA AS
4747 EXECUTIVE DR STE 510
SAN DIEGO CA 92121

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2013 TD 002631	\$471.00	\$14.13	\$485.13

TOTAL \$485.13

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division